

# 70.50

*Dan Galtz*

INST. NO 2000

REGISTER OF DEEDS  
2000 FEB 16 A 10:44

006109

BLOCK
CODE
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RESOLUTION NO. PC- 00574

1           A RESOLUTION accepting and approving the plat designated as **VINTAGE**  
2 **HEIGHTS 6TH ADDITION** as an addition to the City of Lincoln, filed in the office of the  
3 Planning Department of the City of Lincoln, Nebraska, upon certain conditions herein  
4 specified and providing for sureties conditioned upon the strict compliance with such condi-  
5 tions.

6           **WHEREAS, Pine Lake Development, L.L.C., a Nebraska limited liability**  
7 **company,** owner of a tract of land legally described as:

8           Lot 62 Irregular Tract, located in the Southeast Quarter of  
9 Section 14, Township 9 North, Range 7 East of the 6th P.M.,  
10 Lincoln, Lancaster County, Nebraska, and more particularly  
11 described by metes and bounds as follows:

12           Referring to the northeast corner of said Southeast Quarter;  
13 thence north 89 degrees 49 minutes 04 seconds west (an  
14 assumed bearing) on the north line of said Southeast Quarter,  
15 a distance of 33.00 feet to the point of beginning; thence  
16 continuing north 89 degrees 49 minutes 04 seconds west, on  
17 said line, a distance of 2577.32 feet, to the northwest corner of  
18 said Southeast Quarter; thence south 00 degrees 40 minutes  
19 35 seconds east, on the west line of said Southeast Quarter,  
20 a distance of 2600.94 feet to a point on the north right-of-way  
21 line of Pine Lake Road; thence north 89 degrees 52 minutes  
22 59 seconds east on said line, a distance of 562.80 feet; thence  
23 north 83 degrees 46 minutes 03 seconds east on said line, a  
24 distance of 281.60 feet; thence south 82 degrees 21 minutes  
25 07 seconds east on said line, a distance of 222.04 feet; thence  
26 north 89 degrees 52 minutes 59 seconds east on said line, a  
27 distance of 222.77 feet to the southwest corner of Lot 43 I.T.;  
28 thence north 00 degrees 14 minutes 44 seconds west on the  
29 west line of Lot 43 I.T., a distance of 814.17 feet to the  
30 northwest corner of said Lot 43 I.T.; thence north 89 degrees  
31 55 minutes 58 seconds east on the north line of Lots 43, 37,  
32 and 59 I.T., a distance of 1258.71 feet to a point on the west  
33 right-of-way line of South 98th Street; thence north 00 degrees  
34 11 minutes 16 seconds east on said line, a distance of 1774.30  
35 feet to the point of beginning and containing a calculated area  
36 of 111.48 acres more or less, except Lot 61 Irregular Tract;

1 has filed said plat in the office of the Planning Department of the City of Lincoln, Nebraska,  
2 with a request for approval and acceptance thereof; and

3 WHEREAS, it is for the convenience of the inhabitants of said City and for  
4 the public that said plat be approved and accepted as filed.

5 NOW, THEREFORE, BE IT RESOLVED by the Lincoln City - Lancaster  
6 County Planning Commission:

7 1. That the plat of **VINTAGE HEIGHTS 6TH ADDITION** as an addition to the  
8 City of Lincoln, Nebraska, filed in the office of the Planning Department of said City by **Pine**  
9 **Lake Development, L.L.C., a Nebraska limited liability company**, as owner is hereby  
10 accepted and approved, and said owner is given the right to plat said **VINTAGE HEIGHTS**  
11 **6TH ADDITION** as an addition to said City in accordance therewith. Such acceptance and  
12 approval are conditioned upon the following:

13 First: That said owner shall at its own cost and expense pay for all  
14 labor, material, engineering, and inspection costs in connection with the construction of  
15 street improvements, including the grading, paving, and installation of curb and gutter, curb  
16 inlets, and storm drain laterals for all streets as shown on the approved final plat. The  
17 construction shall be completed within two years following Planning Commission approval  
18 of this final plat.

19 Second: That said owner shall at its own cost and expense pay for  
20 all labor, material, engineering, and inspection costs in connection with the construction  
21 of sidewalks within and abutting this final plat. The construction shall be completed within  
22 four years following Planning Commission approval of this final plat.

1 Third: That said owner shall at its own cost and expense pay for all  
2 labor, material, engineering, and inspection costs in connection with the construction of  
3 sidewalks in pedestrian way easements as shown on the final plat. The construction shall  
4 be completed at the same time that Blackstone Road within this final plat is paved.

5 Fourth: That said owner shall at its own cost and expense pay for all  
6 labor, material, engineering, and inspection costs in connection with the construction of a  
7 public water distribution system as shown on the approved preliminary plat. The  
8 construction shall be completed within two years following Planning Commission approval  
9 of this final plat.

10 Fifth: That said owner shall at its own cost and expense pay for all  
11 labor, material, engineering, and inspection costs in connection with the construction of a  
12 public wastewater collection system as shown on the approved preliminary plat. The  
13 construction shall be completed within two years following Planning Commission approval  
14 of this final plat.

15 Sixth: That said owner shall at its own cost and expense pay for all  
16 labor, material, engineering, and inspection costs in connection with the construction of a  
17 15-inch trunk sewer as shown on the approved preliminary plat. The construction shall be  
18 completed within two years following Planning Commission approval of this final plat.

19 Seventh: That said owner shall at its own cost and expense pay for  
20 all labor, material, engineering, and inspection costs in connection with the construction  
21 of drainage facilities as shown on the approved drainage study. The construction shall be  
22 completed within two years following Planning Commission approval of this final plat.

1 Eighth: That said owner shall at its own cost and expense pay for all  
2 labor, material, engineering, and inspection costs in connection with the installation of an  
3 ornamental street lighting system as required by the preliminary plat for all streets shown  
4 on this final plat. The construction shall be completed within two years following Planning  
5 Commission approval of this final plat.

6 Ninth: That said owner shall at its own cost and expense pay for all  
7 labor, material, and related costs in connection with the installation of street trees as shown  
8 on . The planting shall be completed within four years following Planning Commission  
9 approval of this final plat.

10 Tenth: That said owner shall at its own cost and expense pay for all  
11 labor, material, and related costs in connection with the installation of street name signs  
12 as approved by the Public Works Department. This installation shall be completed within  
13 two years following Planning Commission approval of this final plat.

14 Eleventh: That said owner shall at its own cost and expense pay for  
15 all labor, material, engineering, and inspection costs in connection with the placing of  
16 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent  
17 lot staking shall be completed before construction on or conveyance of any lot shown in  
18 this final plat.

19 2. That this plat shall not be filed for record or recorded in the Office of the  
20 Register of Deeds of Lancaster County and no lot shall be sold from this plat unless and  
21 until said owner shall enter into a written agreement with the City which shall provide as  
22 follows:

23 The owner, its successors and assigns agree:

- 1 a. To submit to the Director of Public Works an erosion control  
2 plan.
- 3 b. To protect the remaining trees on the site during construction  
4 and development.
- 5 c. To pay all improvement costs.
- 6 d. To submit to lot buyers and home builders a copy of the soil  
7 analysis.
- 8 e. To continuously and regularly maintain landscape screens and  
9 street trees along Pine Lake Road and South 98th Street.
- 10 f. To complete the private improvements shown on the preliminary  
11 plat and/or community unit plan.
- 12 g. To maintain the outlots and private improvements on a  
13 permanent and continuous basis. However, the owner may be relieved and discharged  
14 of this maintenance obligation upon creating in writing a permanent and continuous  
15 association of property owners who would be responsible for said permanent and  
16 continuous maintenance. The owner shall not be relieved of such maintenance obligation  
17 until the document or documents creating said property owners association have been  
18 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.
- 19 h. To relinquish the right of direct vehicular access from all lots to  
20 Pine Lake Road and South 98th Street.
- 21 i. To comply with the terms and conditions of the agreement  
22 between the subdivider and City regarding the ownership, easements, installation,  
23 maintenance, trash pick-up and recreation improvements for the mini-park site and bike

1 trails, with terms and conditions acceptable to the Director of the Parks and Recreation  
2 Department.

3 j. To perpetually maintain the sidewalks in the pedestrian way  
4 easements at their own cost and expense.

5 k. That before the initial final plat creating lots abutting South 98th  
6 Street is approved South 98th Street must be paved to two lane rural street standards or  
7 security submitted to guarantee its completion.

8 l. To inform all purchasers and users that the land is potentially  
9 located within a 100-year flood plain and that the grading of the lot shall be in conformance  
10 with the grading plan approved with the Vintage Heights 2nd Addition Preliminary Plat No.  
11 99002 or as amended by the Director of Planning.

12 m. That no portion of a lot shall be graded below the potential 100-  
13 year flood elevation shown on the approved preliminary plat.

14 n. With the exception of installation, repair and replacement of  
15 road improvements, stormwater and drainage improvements, utilities and pedestrian  
16 sidewalks and trails approved with a plat or community unit plan, all wetlands on the site  
17 are to be preserved, subject to any wetland improvements or wetland expansions from off-  
18 site wetland mitigation.

19 o. To comply with the provisions of the Land Subdivision  
20 Ordinance regarding land preparation.

21 p. To complete the permanent lot and block staking before  
22 construction on or conveyance of any lot shown on this final plat.

1                   3. That said owner shall, prior to adoption of this resolution, execute and  
2 deliver to the City of Lincoln:

3                   a.     A bond or an approved escrow or security agreement in the  
4 sum of \$253,700.00 conditioned upon the strict compliance by said owner with the  
5 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

6                   b.     A bond or an approved escrow or security agreement in the  
7 sum of \$62,400.00 conditioned upon the strict compliance by said owner with the  
8 conditions contained in paragraph designated "Second" of Paragraph 1 of this resolution.

9                   c.     A bond or an approved escrow or security agreement in the  
10 sum of \$2,400.00 conditioned upon the strict compliance by said owner with the conditions  
11 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

12                  d.     A bond or an approved escrow or security agreement in the  
13 sum of \$95,800.00 conditioned upon the strict compliance by said owner with the  
14 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

15                  e.     A bond or an approved escrow or security agreement in the  
16 sum of \$100,000.00 conditioned upon the strict compliance by said owner with the  
17 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

18                  f.     A bond or an approved escrow or security agreement in the  
19 sum of \$48,000.00 conditioned upon the strict compliance by said owner with the  
20 conditions contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

21                  g.     A bond or an approved escrow or security agreement in the  
22 sum of \$128,400.00 conditioned upon the strict compliance by said owner with the  
23 conditions contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

1           h.     A bond or an approved escrow or security agreement in the  
2 sum of \$22,500.00 conditioned upon the strict compliance by said owner with the  
3 conditions contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

4           i.     A bond or an approved escrow or security agreement in the  
5 sum of \$15,400.00 conditioned upon the strict compliance by said owner with the  
6 conditions contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

7           j.     A bond or an approved escrow or security agreement in the  
8 sum of \$690.00 conditioned upon the strict compliance by said owner with the conditions  
9 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

10          k.     A bond or an approved escrow or security agreement in the  
11 sum of \$4,200.00 conditioned upon the strict compliance by said owner with the conditions  
12 contained in paragraph designated "Eleventh" of Paragraph 1 of this resolution.

13                 The bonds required above shall be subject to approval by the City Attorney.  
14 In the event that said owner or its surety shall fail to satisfy the conditions herein set forth  
15 within the time specified in this resolution, the City may cause the required work to be  
16 performed and recover the cost thereof from said owner and its surety.


17           4.     Immediately upon the adoption of this resolution and receipt of the  
18 written agreement required herein, the City Clerk shall cause the final plat and a certified  
19 copy of this resolution together with said written agreement to be filed in the office of the  
20 Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said owner.

21                 The foregoing Resolution was approved by the Lincoln City - Lancaster  
22 County Planning Commission on this 26th day of January, 2000.

23                 Dated this 26 day of January, 2000.



ATTEST:

  
\_\_\_\_\_  
Chairman

Approved as to Form & Legality:

  
\_\_\_\_\_  
Assistant City Attorney

## AGREEMENT

THIS AGREEMENT is made and entered into by and between **Pine Lake Development, L.L.C.**, a Nebraska limited liability company, hereinafter called "Subdivider", whether one or more, and the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **VINTAGE HEIGHTS 6TH ADDITION**; and

WHEREAS, the resolution approving said plat contains certain provisions requiring an agreement between Subdivider and City relating to said plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of City granting permission to plat and approval of the plat of **VINTAGE HEIGHTS 6TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works an erosion control plan.
2. The Subdivider agrees to protect the remaining trees on the site during construction and development.
3. The Subdivider agrees to pay all improvement costs.
4. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.
5. The Subdivider agrees to continuously and regularly maintain landscape screens and street trees along Pine Lake Road and South 98th Street.

6. The Subdivider agrees to complete the private improvements shown on the preliminary plat and/or community unit plan.

7. The Subdivider agrees to relinquish the right of direct vehicular access from all lots to Pine Lake Road and South 98th Street.

8. The Subdivider agrees to comply with the terms and conditions of the agreement between the subdivider and City regarding the ownership, easements, installation, maintenance, trash pick-up and recreation improvements for the mini-park site and bike trails, with terms and conditions acceptable to the Director of the Parks and Recreation Department.

9. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.

10. The Subdivider agrees that before the initial final plat creating lots abutting South 98th Street is approved South 98th Street must be paved to two lane rural street standards or security submitted to guarantee its completion.

11. The Subdivider agrees to inform all purchasers and users that the land is potentially located within a 100-year flood plain and that the grading of the lot shall be in conformance with the grading plan approved with the Vintage Heights 2nd Addition Preliminary Plat No. 99002 or as amended by the Director of Planning.

12. The Subdivider agrees that no portion of a lot shall be graded below the potential 100-year flood elevation shown on the approved preliminary plat.

13. The Subdivider agrees that with the exception of installation, repair and replacement of road improvements, stormwater and drainage improvements, utilities and pedestrian sidewalks and trails approved with a plat or community unit plan,

all wetlands on the site are to be preserved, subject to any wetland improvements or wetland expansions from off-site wetland mitigation.

14. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

15. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

16. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The Subdivider shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

17. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 26 day of January, 2000.

Pipe Lake Development, L.L.C.,  
a Nebraska limited liability company,

Robert Lem  
Witness

Robert D. Hampton  
Robert Hampton, Managing Member

WITNESSES  
FOR THE STATE OF NEBRASKA  
COUNTY OF \_\_\_\_\_  
FILED FOR RECORD  
ON \_\_\_\_\_ 2000

ATTEST:

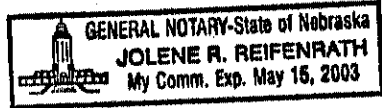
CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Paul M. Melzer  
City Clerk

Don Wesely  
Mayor

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

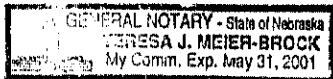
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2000, by Robert D. Hampton, Managing Member of Pine Lake Development, L.L.C., a Nebraska limited liability company.



Jolene R. Reifemuth  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Teresa J. Meier-Brock  
Notary Public

RECORDED  
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FEB 28 2000  
CITY OF LINCOLN

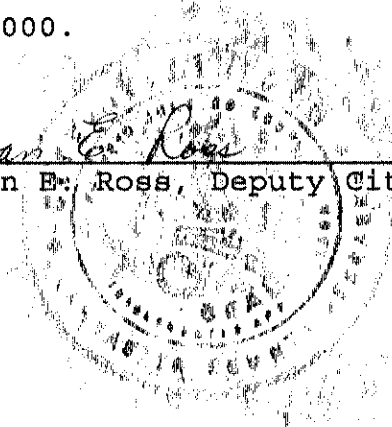
C E R T I F I C A T E

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss:  
CITY OF LINCOLN )

I, Joan E. Ross, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the plat designated as **Vintage Heights 6th Addition** as passed and approved by the Lincoln City-Lancaster County Planning Commission on January 26, 2000, as the original appears of record in my office and is now in my charge remaining as Deputy City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 11th day of February, 2000.

  
\_\_\_\_\_  
Joan E. Ross, Deputy City Clerk



*Ret to City Clerk*